

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR HUMAN RESOURCES***

***REQUEST FOR PROPOSALS:***

**HUMAN RESOURCES MANAGEMENT SYSTEM  
*RFP #15-22***

**Bid Opening Date: September 25, 2014 at 10:00 a.m.**

**SEPTEMBER 2014**

**Setti D. Warren, Mayor**

**CITY OF NEWTON**  
**TABLE OF CONTENTS**  
**HUMAN RESOURCES MANAGEMENT SYSTEM**

	<u>Page #</u>
Cover Page	1
Table of Contents	2
Request for Proposal	3
Instructions to Proposers	4-5
Rule for Award	6
Minimum Criteria	7
Comparative Evaluation Criteria	8-10
Scope of Services	11-13
Technical Proposal	14-15
Evaluation Criteria	16-23
Price Proposal	24-25
Bidder's Qualifications and References Form	26-27
Certification of Tax Compliance	28
Certificate of Non-Collusion	29
Debarment Letter	30
IRS Form W-9	31
ATTACHMENT - A	
City - Contractor Agreement (SAMPLE ONLY)	32-36

**END OF SECTION**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSAL #15-22**

This City of Newton Request For Proposals (RFP) invites sealed proposals from Contractors for

**HUMAN RESOURCES MANAGEMENT SYSTEM**

Proposals will be received until **10:00 a.m., Thursday, September 25, 2014** at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) after: **10:00 a.m., September 11, 2014**. Proposers are responsible for downloading the specifications from the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) . Proposers are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) ) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. 15-22) they have downloaded.

**The term of the contract shall extend from the date of contract execution through September 30, 2015.** The City shall have the option, at its sole discretion, **to renew the contract for two (2) additional one (1) year terms**, with no change in the contract price or terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

The specific **H**uman Resource Management System software solicited in this RFP is described in the Scope of Services at pp. 12-14 below. This Scope of Services shall define the winning proposer's obligations to the City under its contract.

As this is an RFP, proposers shall submit a technical, or non-price proposal which includes everything responsive to this RFP except the proposed contract price, and a price proposal. There is no specific form for the technical proposal, although it should be responsive to all information request made in the RFP. The price proposals shall be submitted on the Price Proposal #15-22 form included in this RFP.

**All proposals shall be submitted as (i) for the technical proposal, one ORIGINAL and six (6) COPIES and (ii) for the price proposal, ONE COPY. In addition, a digital DVD copy of the technical proposal is requested, but not required.** Proposers' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby incorporated into the Contract Documents. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids) . It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read  
*Chief Procurement Officer*  
September 11, 2014

**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT  
Instructions to Proposers**

**REQUEST FOR PROPOSAL (RFP) #15-22  
HUMAN RESOURCES MANAGEMENT SYSTEM**

**I. DECISION TO USE COMPETITIVE SEALED PROPOSALS**

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for a HUMAN RESOURCES MANAGEMENT SYSTEM (HRMS) for the City of Newton (City) comparative judgments of technical factors, in addition to price, will be necessary.

While low price is an important factor in selecting the most advantageous service provider, it is also important that the City be able to consider (1) the proposer's experience in providing Human Resources Management Systems web-based solutions to government agencies and municipalities similar to Newton, (2) the proposer's qualifications and staffing, (3) the proposer's ability to deliver the services needed, and (4) the effectiveness of the proposer's interface with the City's current payroll and accounting systems. The City's ability to weigh these factors is best achieved by procuring a Human Resources Management System web-based solution through a Request For Proposals (RFP).

**II. INSTRUCTIONS TO PROPOSERS**

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **10:00 a.m., September 25, 2014.**
- B. **A responsive proposal shall consist of two parts: (i) a Technical Proposal made up of one (1) original, and six (6) paper copies and (ii) one (1) paper copy of a Price Proposal. The Technical Proposal and the Price Proposal shall be submitted in separate sealed envelopes.**

**In addition, a digital DVD copy of the technical proposal is requested, but not required.**

The seven (7) copies of the TECHNICAL PROPOSAL and the one (1) PRICE PROPOSAL must be submitted in **SEPARATE SEALED ENVELOPES.**

Envelopes shall be marked:

**"TECHNICAL PROPOSAL - RFP #15-22 "HUMAN RESOURCES MANAGEMENT SYSTEM SOFTWARE"**

AND

**"PRICE PROPOSAL - RFP #15-22 "HUMAN RESOURCES MANAGEMENT SYSTEM SOFTWARE"**

along with your firm's name on both envelopes. If a Price Proposal is included in the Technical Proposal, the proposal may be rejected.

Where information is requested, proposals must provide it in the same order of the as requested in this RFP and identify the page number of the RFP that relates to the information response.

**Faxed proposals will not be accepted.**

- B. **QUESTIONS:** Inquiries involving procedural or technical matters must be received in writing, at least 72 hours prior to proposal submission to:

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or facsimile (617) 796-1227

Nicholas Read, *Chief Procurement Officer*

All additional information shall be put into the form of an Addendum. Each addendum will be posted on the City's website at under the document No. 15-22 and will be faxed to those listed on the Bidders' list as having received (picked-up or downloaded) the RFP.

If you have downloaded the RFP, please be sure to email us ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) your Name, Address, Phone and Fax numbers and what RFP number you have downloaded.

**ADDENDUM: Proposer shall acknowledge any/all addendum(s) on the first line of their Transmittal Sheet of its Technical Proposal, as well as on the designated line provided in the Price Proposal.**

C. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

D. TIMELINE:

<b>RFP Released</b>	<b>: Thursday, September 11, 2014 at 10:00 a.m.</b>
<b>Questions submitted</b>	<b>: Friday, September 19, 2014 at 12:00 noon</b>
<b>Addenda w/Answers</b>	<b>: Monday, September 22, 2014 at 3:00 p.m.</b>
<b>Proposal Submittal</b>	<b>: Thursday, September 25, 2014 at 10:00 a.m.</b>

E. PROPOSAL FORMAT: All proposals shall follow the order of this RFP. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.

### III. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for receipt, the *Chief Procurement Officer* will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein.

Any proposer submitting a proposal must satisfy all the **Minimum Criteria, below**. **Proposals that do not demonstrate compliance with the Minimum Criteria shall be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the ten (10) Comparative Criteria below.**

The City of Newton reserves the right to waive any informalities in any or all RFPs, or to reject any or all RFPs, if it be in the public interest to do so. The City reserves the right to request site visits and demonstrations of existing vendor operations.

Upon completion of the evaluation of the responsive Technical Proposals, the *Chief Procurement Officer* will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

## **RULE FOR AWARD**

The most advantageous proposer will be selected based on (1) Minimum Criteria, (2) Comparative Criteria based on information provided in the Technical Proposals and the Evaluation Criteria Comparison Form and (3) price.

The purpose of this RFP is to seek proposals from software companies for a HRMS along with related implementation services to replace the current paper processes that are in place at the City. The new system is intended to be a web-based solution that leverages current technology and includes features and functionality for online requisition development and approvals routing, job postings, application processing and interview processing through on-boarding. Additionally, services are to include a seamless integration customizable performance management (evaluations) solution, and job descriptions development minimally that will improve City operation, self service capabilities, and management reporting.

An HRMS is more than just a storage and organizational tool to contain confidential information about City employees. The HRMS needs to be viewed from a financial perspective. The consequences of selecting the wrong solution for the City, and our current and future needs are immeasurable. Incorrect solutions can result in:

1. technology interface issues with accounting and payroll systems
2. untested or unproven solutions which don't deliver as advertised
3. systems that are not designed for government and municipal use
4. systems not designed for appropriations based accounting position controls
5. systems which don't provide seamless integrated required functionality for--
  - a. web-based recruiting
  - b. performance evaluation
  - c. job description development
  - d. on-boarding solutions
  - e. future growth capabilities
6. outdated systems which are not routinely upgraded based on need and HR best practices
7. system crashes and down-time
8. cost
9. incapability with current email systems
10. non-documents and approvals routing system requiring continued paper processes
11. lack of user friendly commands
12. lack of customer support
13. lack of technical and systems support
14. Non ADA and EEO compliant systems
15. Lack of reporting capabilities
16. Non-audit litigation avoidance systems. Accurate and complete records can help build your case or diffuse a situation before it even gets in the courts.
17. Lack of training support

## MINIMUM CRITERIA

Any proposer submitting a proposal for the Human Resources Management Systems Software must satisfy all the **Minimum Criteria**.

**Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.**

It should be recognized that HRMS software is an extremely sensitive area of employee contact for a municipality. The City wishes to perpetuate its reputation for protecting the rights of individuals while at the same time supporting management approaches for developing a valuable revenue source. The City will not award a contract except to a responsible and responsive proposer that has documented successful experience in accordance with the certain minimum requirements:

To be eligible for the HRMS software contract and improve City recruitment, performance evaluation capabilities, and management reporting for the purposes of Massachusetts General Laws Chapters 152, 41, and 32, the respondent shall demonstrate experience in hosting and operations support for the applications provided through this agreement, in addition to support, maintenance and other procedures filed under each of these statutes.

HRMS software proposed must be a web-based solution and include features and functionality for online requisition development and approvals routing, job postings, application processing and interview processing through on-boarding. Additionally, systems must include a seamless integration customizable performance management (evaluations) solution, and job descriptions development.

The respondent, as well as each of its employees providing hosting and operations support to the City, shall be duly licensed, registered or otherwise qualified, if so required by Massachusetts law or regulation, to perform the services described in this RFP.

The Minimum Criteria are as follows:

1. completed Evaluation Criteria Comparison Form
2. completed Bidder's Qualifications And References Form
3. completed Certificate of Tax Compliance
4. completed Certificate of Non-Collusion
5. completed Debarment Letter
6. completed IRS Form W-9

To the extent that a Minimum Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

## COMPARATIVE EVALUATION CRITERIA

The evaluation of each proposal for Human Resources Management Systems Software will be based upon the “Comparative Evaluation Criteria” described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

“Highly Advantageous”  
“Advantageous”  
“Not Advantageous”  
“Unacceptable”

An “Unacceptable” rating in any one of the criteria will eliminate a proposal from further consideration.

### EVALUATION CRITERIA

Proposals from contractors who meet or exceed the minimum criteria will be evaluated and rated on the basis of the following comparative criteria. The city reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

#### **1. Experience**

**Highly Advantageous:** Vendor has at least ten (10) years’ experience in the business of Human Resources Management Systems Software.

**Advantageous:** Vendor has more than five (5) years but less than ten (10) years’ experience in the business of Human Resources Management Systems Software.

**Not Advantageous:** Vendor has more than two (2) years but less than five (5) years’ experience in the business of Human Resources Management Systems Software.

**Unacceptable:** Vendor has less zero (zero) to less than two (2) years’ experience in the business of Human Resources Management Systems Software.

#### **2. Client History**

**Highly Advantageous:** Vendor has more than one hundred fifty (150) clients with 500 covered employees, of which at least one hundred (100) have been municipalities or government agencies.

**Advantageous** Vendor has completed more than fifty (50) but less than one hundred fifty (150) clients with more than 75 employees, of which at least seventy five (75) have been a municipality or government agency.

**Not Advantageous:** Vendor has completed more than twenty five (25) but less than fifty (50) clients with more than 25 employees, of which at least twenty five (25) have been a municipality or government agency.

**Unacceptable:** Vendor has completed less than twenty five (25) clients with more than 25 employees, of which five (5) have been a municipality or government agency.



### **3. Professional Qualifications**

**Highly Advantageous:** Vendor has assigned principal contact(s) who have hosted and supported at least three (3) comparable clients in Human Resources Management Systems Software for Massachusetts municipalities or government agency.

**Advantageous:** Vendor has assigned principal contact(s) who managed at least one (1) comparable client in the hosting and supporting of Human Resources Management Systems Software for a Massachusetts municipality or government agency.

**Not Advantageous:** Vendor has assigned principal contact(s) who have not managed at least one (1) comparable client in the hosting and supporting of Human Resources Management Systems Software for a Massachusetts municipality or government agency.

**Unacceptable:** Principal contacts are not qualified or unstated.

### **4. Technical and System Requirements**

**Highly Advantageous:** Vendors Human Resources Management Systems Software meets twelve (12) to thirteen (13) of the Technical and System Evaluation Criteria Comparison Form items.

**Advantageous:** Vendors Human Resources Management Systems Software meets nine (9) to eleven (11) of the Technical and System Evaluation Criteria Comparison Form items.

**Not Advantageous:** Vendors Human Resources Management Systems Software meets five (5) to eight (8) of the Technical and System Evaluation Criteria Comparison Form items.

**Unacceptable:** Vendors Human Resources Management Systems Software meets none (zero) to four (4) of the Technical and System Evaluation Criteria Comparison Form items.

### **5. Recruiting and Applicant Management Requirements**

**Highly Advantageous:** Vendor's Human Resources Management Systems Software meets forty three (43) to forty eight (48) of the Recruiting and Applicant Management Evaluation Criteria Comparison Form items.

**Advantageous:** Vendor's Human Resources Management Systems Software meets twenty-nine (29) to forty-two (42) of the Recruiting and Applicant Management Evaluation Criteria Comparison Form items.

**Not Advantageous:** Vendor's Human Resources Management Systems Software meets fifteen (15) to twenty-eight (28) of the Recruiting and Applicant Management Evaluation Criteria Comparison Form items.

**Unacceptable:** Vendor's Human Resources Management Systems Software meets none (zero) to fourteen (14) of the Recruiting and Applicant Management Evaluation Criteria Comparison Form items.

### **6. Hiring Requirements**

**Highly Advantageous:** Vendor's Human Resources Management Systems Software meets five (5) of the Hiring Evaluation Criteria Comparison Form items.

**Advantageous:** Vendor's Human Resources Management Systems Software meets three (3) to four (4) of the Hiring Evaluation Criteria Comparison Form items.

**Not Advantageous:** Vendor's Human Resources Management Systems Software meets one (1) to two (2) of the Hiring Evaluation Criteria Comparison Form items.

**Unacceptable:** Vendor's Human Resources Management Systems Software meets none (zero) of the Hiring Evaluation Criteria Comparison Form items.

## **7. On-Boarding Requirements**

**Highly Advantageous:** Vendor's Human Resources Management Systems Software meets twenty one (21) to twenty seven (27) of the On-Boarding Evaluation Criteria Comparison Form items.

**Advantageous:** Vendor's Human Resources Management Systems Software meets eleven (11) to twenty (20) of the On-Boarding Evaluation Criteria Comparison Form items.

**Not Advantageous:** Vendor's Human Resources Management Systems Software meets six (6) to ten (10) of the On-Boarding Evaluation Criteria Comparison Form items.

**Unacceptable:** Vendor's Human Resources Management Systems Software meets none (zero) to five (5) of the On-Boarding Evaluation Criteria Comparison Form items.

## **8. Performance Appraisal Requirements**

**Highly Advantageous:** Vendor's Human Resources Management Systems Software meets seventeen (17) to twenty one (21) of the Performance Appraisal Evaluation Criteria Comparison Form items.

**Advantageous:** Vendor's Human Resources Management Systems Software meets eleven (11) to sixteen (16) of the Performance Appraisal Evaluation Criteria Comparison Form items.

**Not Advantageous:** Vendor's Human Resources Management Systems Software meets six (6) to ten (10) of the Performance Appraisal Evaluation Criteria Comparison Form items.

**Unacceptable:** Vendor's Human Resources Management Systems Software meets none (zero) to five (5) of the Performance Appraisal Evaluation Criteria Comparison Form items.

## **9. Job Description Development Requirements**

**Highly Advantageous:** Vendor's Human Resources Management Systems Software meets twelve (12) to fourteen (14) of the Job Description Development Evaluation Criteria Comparison Form items.

**Advantageous:** Vendor's Human Resources Management Systems Software meets eight (8) to eleven (11) of the Job Description Development Evaluation Criteria Comparison Form items.

**Not Advantageous:** Vendor's Human Resources Management Systems Software meets four (4) to seven (7) of the Job Description Development Evaluation Criteria Comparison Form items.

**Unacceptable:** Vendor's Human Resources Management Systems Software meets none (zero) to three (3) of the Job Description Development Evaluation Criteria Comparison Form items.

## **10. Reporting Requirements**

**Highly Advantageous:** Vendor's Human Resources Management Systems Software meets sixteen (16) to twenty (20) of the Reporting Evaluation Criteria Comparison Form items.

**Advantageous:** Vendor's Human Resources Management Systems Software meets eleven (11) to fifteen (15) of the Reporting Evaluation Criteria Comparison Form items.

**Not Advantageous:** Vendor's Human Resources Management Systems Software meets six (6) to ten (10) of the Reporting Evaluation Criteria Comparison Form items.

**Unacceptable:** Vendor's Human Resources Management Systems Software meets none (zero) to five (5) of the Reporting Evaluation Criteria Comparison Form items.

# **HUMAN RESOURCES MANAGEMENT SYSTEM**

## **SCOPE OF SERVICES**

### **Overview**

**Proposals submission must, at minimum, be able to provide all services/deliverables and meet all timelines stated below:**

### **OBJECTIVE**

The purpose of this request for proposal (RFP) is to seek proposals from software companies for a Human resource management system along with related implementation services to replace the current paper processes that are in place at the City. The new system is intended to be a web-based solution that leverages current technology and includes features and functionality for online requisition development and approvals routing, job postings, application processing and interview processing through on-boarding. Additionally, services are to include a seamless integration customizable performance management (evaluations) solution, and job descriptions development minimally that will improve City operation, self service capabilities, and management reporting.

### **IMPLEMENTATION**

#### **Project Control Plan:**

The Contractor shall submit a project control plan within ten (10) business days of execution of the contract. The plan shall consist of the following:

1. Work Breakdown Structure
  - a. A hierarchical chart showing the top-down relationship of all tasks and activities.
2. Summary Project Control Chart
  - a. A chart showing all tasks, the critical path and all task dependencies.
3. Milestone Chart
  - a. A list of milestones with completion dates.
4. Work Plan
  - a. An organized list of specific tasks, including responsibility for each task, level of effort in terms of people hours, and beginning and ending dates. Should include installation, testing, and acceptance plans and dates.
5. Training Plan
  - a. Include proposed course outlines

#### **System Documentation:**

The Contractor shall submit a Functional Requirements Document to the City for approval no later than ten (10) business days following contract award:

1. Statement of the constraints within which the System shall function; this shall include a chart showing the relationships between Human Resources, Payroll, Finance, Information Technology, and the Contractor. The relationships shall be clearly defined.
2. Description of the process by which the requirements will be satisfied, including:
  - a. Overall system narrative
  - b. System flow chart
  - c. Data flow diagram which depicts the interactions of system functions
3. Inventory of System Inputs
4. Inventory of expected outputs from the system (listing, reports, notification, displays, etc.)
5. Description of the conversion plans and how the system will interact with existing

processes and procedures.

6. Description of the overall security measures to be used by the system, both technological and physical.

7. Test plan that will meet the acceptance requirements set forth within.

#### System Implementation:

The Contractor shall:

1. Conduct site surveys and prepare sites as necessary for coordinating citation processing with Contractor.

11

2. Install the necessary hardware and software at the City sites and initialize the system.

3. Perform necessary tests on the installed system components to ensure system is functional.

4. Develop and conduct training for both administrators and the users. Training is expected to include security configuration, user setup, daily operations, and cover such items as preventative maintenance, troubleshooting, and routine maintenance as well.

5. Provide documentation including operating manuals and online help at no additional cost. A data dictionary and layout for the database should also be provided. The City shall be granted the right to reproduce any training materials for its personal use.

6. Develop a test system designed to aid in the training of personnel and test new functionality prior to its implementation in the production system. This system shall be separate from, but parallel to, the operations version of the system to facilitate training without the possibility of inadvertently affecting live data on the actual production database.

7. Convert data from the current system.

8. Start up and monitor the entire system, taking immediate corrective action on areas which are not operating in accordance with the requirements contained herein.

9. Provide a reporting tool to aid in monitoring system performance.

10. Respond immediately to reports from the City of system failure and take immediate corrective action.

#### Initial System Testing:

The initial system test will be used to verify that the system is operating within the City's Requirements as described in this RFP. The Contractor shall submit a system wide test plan detailing the transactions, conditions, and desired results to the City for approval no later than ten (10) business days after contract award.

The Contractor shall conduct the approved test plan and provide the results to the City for approval prior to the City putting the System into production environment.

The Contractor shall make all adjustments and modifications to the System to conform to the City's requirements at its own cost and expense.

The test schedules shall be at mutually agreed dates and times between the City and the Contractor.

#### System Reliability Testing:

The system reliability test will be used to verify that the system is operable within the time parameters and performance levels as described in this RFP. The System Reliability Test period shall begin no later than two (2) business days after the System is ready for City use, and all required data is on the System.

The test shall be considered successful when the System has been operable for a period of fourteen (14) calendar days, during which no less than ninety-nine (99%) of the

System has been functioning at an acceptable level of performance.

Acceptance Testing:

A detailed acceptance testing plan of the proposed solution shall be provided by each Respondent in their response to this RFP for approval by the City. The written plan shall define in detail the manner of testing the system (hardware and software) for its compliance with the functional requirements stated within the RFP. On approval by City, the acceptance testing plan shall become the basis for acceptance of the functional performance of the systems in the contract for services and may be used as a performance indicator for payment purposes. In the event the City requires a modification to the acceptance testing plan during the contract term but before final approval, the Selected Respondent shall respond to the City's Request for the change within seven (7) calendar days.

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**TECHNICAL PROPOSAL #15-22**

To be submitted in an envelope marked as Follows:

**Technical Proposal – Human Resources Management System RFP # 15-22**

**Respondent's Name** \_\_\_\_\_  
**Name of Individual or Company making Proposal**

Technical Proposals shall be submitted in the following format with the a completed Evaluation Criteria Comparison Form

The technical proposal shall be in the following format:

**Section 1: Executive Summary**

Provide a management overview of the proposed system. This is intended to be high level in nature and address such general items of interest as system scope, scope of services, hardware and software proposed, and other items that will allow the evaluation personnel to fully understand the proposal.

**Section 2: System Description**

Provide as much detail as possible to describe the important features of the proposal in terms of meeting the overall and specific requirements. It should contain the following at a minimum:

- ☐ Complete description of the proposed approach to the City's requirements.
- ☐ Detailed list of proposed hardware and software necessary to perform all required or appropriate interfaces with City's systems.
- ☐ Description of modular integration across human resources, payroll, and time/attendance applications
- ☐ Description of the best business practices built into your software

A detailed schematic diagram of any proposed hardware layout for installation within the City's facilities (if necessary). This diagram will describe where new equipment is to be installed and where existing equipment is to be used or replaced. Please attach any product descriptions, warranties, and/or license information for any hardware included in the schematic diagram.

Optional Proposal Responses and alternatives.

**Section 3: Management and Implementation Plan**

Detail the management plan for providing the services, system components and procedures for meeting the requirements of the RFP including all major milestones into a realistic detailed work breakdown structure for all major phases of the project.

#### **Section 4: Exceptions, Alternatives, and Options**

Where deviations from the specifications may result in lower cost, greater efficiency and/or improved performance, Respondents are encouraged to describe such solutions. Respondents must explain why the alternate proposal will provide equivalent or improved performance. Alternative proposals shall be labeled 'Alternative A', 'Alternative B', etc. Pricing proposals shall be labeled to match any alternative proposal submitted.

#### **Section 5: System Requirements**

Responses to Detail System requirements in this Section must be provided with this RFP. Additional comments are encouraged and should be placed next to the response. *Any false or misleading information will be subject to immediate disqualification of the respondent's proposal.*

#### **Instructions**

Detailed business, functional and technical requirements are provided in an MS Excel Worksheet along with a reference list of current interfaces. These requirements have been broken down into functional areas. This breakdown in no way seeks to dictate the structure of software to be provided.

#### **Additional Documentation**

The following documents should be submitted with the Technical Proposal:

- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Item Sheets, 2 pages
- Debarment Letter, 1 page
- IRS Form W-9, 1 page

## EVALUATION CRITERIA COMPARISON FORM

ALL Respondents to the City of Newton's RFP for HMRS must complete this Evaluation Criteria Comparison Form provided with this RFP. Additional comments are encouraged and should be placed next to the response. ***Any false or misleading information will be subject to immediate disqualification of the respondent's proposal.***

### Response Code Column

Vendors must use one of the following response codes for each functional requirement.

F = This feature is currently is provided within the proposed solution.

M = A modification to the look and feel and functionality through system user tools can be used to include this feature. The modification also should be supported through the standard upgrade process. **(Please explain.)**

P = The system does not completely meet the full functionality as described as described in the requirement, but may provide partial compliance. **(Please explain.)**

C = Customization is a change to the underlying source code. A Customization may also include an additional cost. The vendor **MUST** specify the estimated cost in the Response Code column. Customization at zero cost is acceptable. **(Please explain.)**

N = The proposed software does not contain the requested functionality within the proposed software's standard functionality.

T = A third party software product is required in order to provide the requested functionality. **(Please include the name of the 3rd party software product as well as any additional cost)**

V = This feature is not available within the current version of the software, but is currently on our products development roadmap. **(Please provide the expected availability date.)**

B = This feature is not available within the current version of the software, but is currently being tested for release in our next software release. **(Please provide the expected availability date.)**

### Comment Column

Additional comments are encouraged and should be placed next to the response code. Please use this column to add clarity to your responses. The vendor should use the comment field to note any additional costs associated with providing that functionality and also be sure to include in the fee proposal.

### EXPERIENCE:

	Requirements	Code	Comments
1.	Vendor has at least ten (10) years' experience in the business of Human Resources Management Systems Software. Vendor has more than five (5) clients with 75 covered employees, of which at least three (3) are a municipality or government agency.		
2.	Vendor has more than five (5) years but less than ten (10) years' experience in the business of Human Resources Management Systems Software. Vendor has more than three (3) but less than five (5) clients with more than 75 employees, of which at least one (1) is a municipality or government agency.		



	Requirements	Code	Comments
3.	Vendor has less experience than is described above as but experience nonetheless.		
4.	Vendor has no experience		

#### PROFESSIONAL QUALIFICATIONS:

	Requirements	Code	Comments
1.	Vendor has assigned principal contact(s) who have hosted and supported at least three (3) comparable clients in Human Resources Management Systems Software for Massachusetts municipalities or government agency.		
2.	Vendor has assigned principal contact(s) who managed at least one (1) comparable client in the hosting and supporting of Human Resources Management Systems Software for a Massachusetts municipality or government agency.		
3.	Vendor has assigned principal contact(s) who have not managed at least one (1) comparable client in the hosting and supporting of Human Resources Management Systems Software for a Massachusetts municipality or government agency.		
4.	Principal contacts are not qualified or unstated.		

#### TECHNICAL AND SYSTEM REQUIREMENTS:

	Requirements	Code	Comments
1.	100% secure Cloud-Based web interface solution		
2.	System in the Cloud is classified as Tier 3 minimally		
3.	Able to 100% comply with Scope of Services		
4.	Seamless functionality with Microsoft Outlook		
5.	Compatible functionality with FinancePlus Payroll/Accounting System (Identify any additional programming or costs if applicable)		
6.	Manage Civil Service Process including Eligibility Lists, Veteran Preferences and Scoring & Weighting of Recruitment Steps		
7.	Seamlessly utilizes requisition style recruiting activities.		
8.	Seamlessly utilizes appropriation position control accounting activities.		
9.	ADA Compliant		
10.	EEO Compliant		
11.	System reporting includes; Adverse Impact, EEO and Eligibility Lists		
	Applicant self-service portals		
12.	Audit trail reporting for litigation avoidance		
13.	Minimum qualifications screening		

## RECRUITING AND APPLICANT MANAGEMENT:

Provide a brief description of your recruiting and applicant management system.

Describe your candidate pre-screening or qualification process.

What job boards are supported with your product? Describe how jobs are posted to Internet job

Does your system allow for an automatic e-mail response to applicants and candidates? If so, please describe the communication types included in the application. Can we customize the responses?

How is an applicant transitioned to an employee in your system? If the systems are integrated, describe the file transfer process and the technology applied.

How does an applicant apply for a job online?

	Requirement	Code	Comments
1.	Communicates automatically with job boards.		
2.	Posts internal and external jobs to company Internet site and company intranet site with effective dates.		
3.	Has a requisition library of job templates that can be utilized when creating requisitions.		
4.	Tracks by applicant/candidate level and associates them with a specific requisition or a general recruiting activity.		
5.	Sends automatic responses, notifications, or e-mails to applicants/candidates.		
6.	Allows administrators to customize verbiage on the e-mail messages (including confirmation acknowledgement and job filled) to external and internal applicants/candidates		
7.	Allows users to e-mail potential interview times, applications, corporate material, job opening status.		
8.	Provides a library of standard communication correspondence for printing and distribution.		
9.	Integrates seamlessly with Microsoft Outlook standard e-mail system for applicant/candidate activity for hiring managers and recruiters.		
10.	Allows administrators to schedule interviews, notify interviewers of times, locations and topics to cover.		
11.	Distinguishes applicant/candidate status for internal or external candidates.		
12.	Associates applications and resumes to a specific requisition without having to change screens/databases.		
13.	Has history that consists of one candidate record with all the associated recruiting activity regardless of the number of requisitions.		
14.	Can a resume/application be maintained in the system?		
15.	Can a resume/application be searched using key words?		
16.	Stores resumes for future use by category, job title, skill, or other user-defined attributes.		
17.	Allows applicants/candidates to modify or replace their existing resume.		
18.	House interview question templates for each job		
19.	Hiring managers and recruiters can review pre-screened applicant/candidate		
20.	Hiring managers and recruiters can track applicant/candidate status		
21.	Hiring managers and recruiters can schedule interviews		
22.	Hiring managers and recruiters can communicate with		

	Requirement	Code	Comments
	applicants/candidates via e-mail		
23.	Hiring managers and recruiters can view communication history		
24.	Hiring managers and recruiters can report on communications		
25.	View multiple recruiter schedules		
26.	Hiring managers and recruiters can view and print assessments between applicants/candidates		
27.	Hiring managers and recruiters can view and print applicant/candidates job history, qualifications and resume		
28.	Hiring managers and recruiters can record interview notes		
29.	Hiring managers and recruiters can enter additional applicant /candidate information if needed		
30.	Searches applicants/candidates based on a variety of criteria (e.g., location, skills, prior employers, zip code, and metropolitan areas).		
31.	Has embedded workflow for approvals based on City-defined process including requisition approval, offer approval, and new hire approval.		
32.	Allows users to attach documents to an applicant/candidate record.		
33.	Provides Web-based data collection for jobseeker users (both employee and non-employee)		
34.	Allows administrators to create behavioral interview question sets per job opening		
35.	Allows administrators to determine which fields are required for completion by applicant/candidate and/or recruiters/hiring managers.		
36.	Allows administrators to establish access levels in the system by role (i.e., administrator, recruiter, hiring manager).		
37.	Increments requisition numbers automatically or entered manually.		
38.	Allows users to enter and access secure Notes.		
39.	Integrates with third-party screening services including: criminal background check, drug testing and assessments.		
40.	Allows applicant/candidate to choose if he/she would like to be alerted when a future position becomes available based on qualifications.		
41.	Generates offer letters containing all compensation options to applicant/candidate		
42.	Job openings will track the requisition number, status and reason for the opening		
43.	Job openings will include employment information including FLSA type, salary range, and full/part time indicator.		
44.	Job opening will include education and skill requirements.		
45.	Assist in the creation of and house job descriptions.		
46.	Job opening will include Metropolitan Area and location information.		
47.	Generates reports on all fields that exist in the database.		
48.	Ability to delegate a proxy or change the owner for any specific task.		

## HIRING:

Describe your employer configurable new hire workflow.

	Requirement	Code	Comments
1.	HR and manager new hire/rehire checklist ability, by position, with check-off ability as tasks are completed (for example, offer letter has been sent and received).		
2.	Provides ability to automatically notify other areas of organization of new hire (security, payroll, etc.)		
3.	Provides ability to automatically notify new hire of activities they need to complete and remind them if they don't do them in a timely manner.		
4.	Manager is prompted to assign correct property to the employee.		
5.	Ability to enter new hire before start date (effective dating) and new		

	Requirement	Code	Comments
	person will not appear on org charts until effective start date.		

## ONBOARDING:

Please provide a brief overview of your onboarding solution.

What are examples of the forms your solution supports that are typically completed by the hiring manager and/or new hire?

Please provide examples of how your solution assists in conducting employment verification.

	Onboarding Requirements	Code	Comments
1.	Ability to predefine workflows and workflow tasks that vary according to the position being filled.		
2.	Ability to delegate a proxy or change the owner for any specific task.		
3.	Ability to notify applicable divisions of associated on-boarding tasks ahead of time (e.g., IT- computer access, Buildings – keys or FARB issuance etc.).		
4.	Ability to output a well-formatted completed form to hard copy print.		
5.	Ability for hires to return and update or correct their information after the initial submission.		
6.	Ability to provide task response and status via email reply.		
7.	Ability to measure the performance of the onboarding process.		
8.	Ability to vary the onboarding process workflow according to multiple candidate and position factors — employee type, business unit, job function, country and state, etc.		
9.	Ability to monitor the overall status of the onboarding process, providing a clear indication of “new hire readiness.”		
10.	Ability to make completion of one task a firm prerequisite to the initiation of other tasks.		
11.	Ability for the hiring manager to enter all required data on behalf of the contingent worker.		
12.	Ability to pre-populate form fields using data provided by unified Recruitment.		
13.	Ability to brand the forms and pages seen in the new hire portal or page flow.		
14.	Ability to automatically notify other areas of organization of new hire (security, payroll, etc.).		
15.	Ability to close the requisition tracker — does the new hire automatically close the open requisition?		
16.	Ability to facilitate automation of new hire paperwork collection and new hire responses for all businesses within the company.		
17.	Ability to link to person prior to bringing on board to enable new hire process to begin earlier.		
18.	Ability for HR and manager new hire/rehire to create/access checklist, by position, with check-off ability as tasks are completed (e.g., offer letter has been sent and received).		
19.	Ability to automatically notify new hire of activities he/she needs to complete and then send reminder he/she does not complete these in a timely manner.		
20.	Ability to enter new hire before start date (effective dating) and new person will not appear on org charts until effective start date.		
21.	Ability to click a button to hire the person, and data is automatically routed to payroll, benefits, and other applicable areas.		
22.	Ability to interface employee’s I-9 to e-verify for United States.		
23.	Ability to generate acceptance email notice/workflow notification to hiring manager, with start date.		
24.	Ability to include range of documents, such as W-4, M-4, I-9, employee		

	agreement, non-compete agreement, etc.		
25.	Ability to provide electronic new hire packets, with ability to attach.		
26.	Ability to deliver employment eligibility verification, with automatic status update and validation noted in employee profile.		
27.	Ability to print a new hire package for candidate's signature as well as workflow to generate appropriate pre-employment forms to be sent to the candidate.		

## PERFORMANCE APPRAISAL:

Please describe your performance appraisal feature.

Describe how the system can provide real time monitoring of performance appraisals.

Can completed performance reviews be attached to an employee record?

Can another performance appraisal system be integrated with this module?

	Requirement	Code	Comments
1.	Delivers configurable comprehensive options to allow administrators to configure the performance review process to their specific business needs without the need for technical or consultative services.		
2.	Intuitive user experience that eliminates the need for end-user training for administrators, employees, and managers.		
3.	Solicits performance feedback from multiple reviewers (e.g., subordinates, directors, other managers, peers) and exchanges data among multiple users simultaneously.		
4.	Saves work in process/draft reviews and provides option to return to complete.		
5.	Enables administrators to assign different review forms for different employees within the same review cycle.		
6.	Enables employees to complete self-evaluations.		
7.	Tracks performance review status and dates (e.g., complete, incomplete).		
8.	Provides email reminders and overdue notices throughout the process.		
9.	Maintains performance feedback and ratings history.		
10.	Provides historical reviews that can be accessed easily by managers or administrators.		
11.	Enables administrators to view the status of the review process at any time.		
12.	Provides delivery of standard competencies and objectives.		
13.	Provides goals management that allows either the employee or manager to create and add their own personal goals or objectives.		
14.	Enables individual weighting of goals.		
15.	Provides ability to assign employee performance objectives that align with your overall business strategy.		
16.	Provides access to all talent factors, including employee information, review history, skills and competencies, education, salary history, and learning history, based on role.		
17.	Enables reporting and analysis of performance ratings for various employee groups (e.g., by job, manager, geography).		
18.	Provides a centralized gateway for managers to monitor the progress of their performance management activities — in one place.		
19.	Summarizes performance review in an easy-to-read format that can be printed for future reference.		

	Requirement	Code	Comments
20.	Integrates with career development and succession management applications and processes (e.g., learning plans/career planning).		
21.	Goal Library availability		

#### **JOB DESCRIPTION DEVELOPMENT:**

Please describe how job description development and succession planning are accommodated in your system.

Describe how any employee development feature is used by employees.

	Requirement	Code	Comments
1.	Tracks core competencies associated with next/future job.		
2.	Flags employees that are recommended for a specific job.		
3.	Tracks the date an employee will be ready for the next position.		
4.	Managers can create a career plan based on license, skills, training and education.		
5.	Tracks multiple language proficiency information including speaking, reading, and writing, for each employee.		
6.	Maintains multiple education information per employee such as schools attended, dates of attendance, degrees, and course of study.		
7.	Does the system track the following data?		
8.	Skill code		
9.	Skill description		
10.	Experience level		
11.	Proficiency level		
12.	Last date skill used		
13.	Tracks employee licenses and certification and expiration dates.		
14.	Tracks employee professional associations. Specify limit.		

#### **REPORTING CAPABILITIES:**

	Requirement	Code	Comments
1.	Provides standard report capabilities.		
2.	Provides ability to schedule standard reports.		
3.	Provides flexibility for defining selection criteria, data ranges, sorting and grouping options, and report output enabling users to tailor information to their specific needs.		
4.	Provides ability to access reports area from within the system.		
5.	Provides user-friendly, graphical user interface for accessing and running reports.		
6.	Provides point-in-time reporting capabilities.		
7.	Provides integrated ad hoc report writer.		
8.	Generates reports on all fields that exist in the data dictionary.		
9.	Allows for incorporation of graphics such as logos.		
10.	Provides easy-to-use report catalog; user is not required to understand the database design.		
11.	Provides “open” system so that it can be used with other report writer tools.		
12.	Provides managers with standard pre-formatted reporting functionality.		
13.	Managers can run reports on live data		
14.	Managers can select report criteria at run time		
15.	Access to reports is based on a manager’s role (filtered security setup).		

	Requirement	Code	Comments
16.	Report results can be stored		
17.	Managers can view and reuse a previously stored report		
18.	Managers can set expiration dates for reports		
19.	Managers can output reports in PDF format		
20.	Managers can output reports in Excel format		

INCLUDE INFORMATION ON ANY ADDITIONAL INTEGRATED MODULES OR SERVICES WHICH MIGHT BE  
CONSIDERED LATER FOR SEAMLESS INTEGRATION INCLUDING PAYROLL AND SELF SERVICE

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**PRICE PROPOSAL #15-22**

- A. The undersigned proposes to furnish all supplies accordance with the Project Manual prepared by the City entitled:

**HUMAN RESOURCES MANAGEMENT SYSTEM**

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,
- C. The contract price(s) shall be the Total Annual Cost Of Services described in the RFP and itemised below, which shall remain in effect for the first year of the contract and for any and all extension terms.

Item Description	Annual Cost
<b>Recurring Annual Costs (1000 Users)</b>	
Recruitment	
On-Boarding	
Performance Management	
Job Descriptions	
TOTALS	
<b>One-Time Implementation Costs</b>	
Recruitment	
On-Boarding	
Performance Management	
Job Descriptions	
TOTALS	
<b>Additional Costs (If Any)</b>	
Training	
Systems Programming	
TOTAL	
<b>TOTAL ANNUAL COST OF SERVICES</b>	

**TOTAL ANNUAL COST OF SERVICES** \_\_\_\_\_  
and \_\_\_\_\_ (Written Word)  
(Numerical)

IMPORTANT: Award will be made to the most advantageous proposer taking into consideration the Total Annual Cost of Services.

COMPANY NAME \_\_\_\_\_

- D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.



Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days  
Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days  
Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days

- E. The undersigned agrees that, if selected as Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_  
(Name of Proposer)  
BY: \_\_\_\_\_  
(Printed Name and Title of Signatory)  
(Business Address)  
(City, State Zip)  
\_\_\_\_\_/\_\_\_\_\_  
(Telephone) (FAX)  
(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

Print Name:\_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)


---

Name of Business

City of Newton



Mayor  
Setti D. Warren

PURCHASING DEPARTMENT  
**NICHOLAS READ**  **CHIEF PROCUREMENT OFFICER**  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For RFP #15-22

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

III. Debarment:

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer  
Identification Number and Certification**

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶	
	<b>X</b> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.



## City - Contractor Agreement C -

### HUMAN RESOURCES MANAGEMENT SYSTEM

#### CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C- \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Fourteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

#### HUMAN RESOURCES MANAGEMENT SYSTEM

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request For Proposals #15-22 (RFP) issued by the Purchasing Department;
- c. The Project Manual for **HUMAN RESOURCES MANAGEMENT SYSTEM** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Proposal of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of the contract shall be up to three (3) years, extending from the date hereof through September 30, 2015. The City shall have the option, at its sole discretion, to renew this Contract for two (2) additional one (1) year terms, with no change in the contract price or terms and conditions. The exercise of such option to renew shall be subject to appropriation of funding therefor.
- VI. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. **TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. **SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

*Human Resources Director*

*Affix Corporate Seal Here*

Date \_\_\_\_\_

City funds are available in the following accounts:

0110901-5730 - \_\_\_\_\_

Approved as to Legal Form and Character

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders

By \_\_\_\_\_

*Associate City Solicitor*

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_

*Mayor or his designee*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_  
(Signature of **Clerk or Secretary**)\*  
Name: \_\_\_\_\_  
(Please print or type name in line 6)\*  
Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)
- AFFIX CORPORATE  
SEAL HERE

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.